

Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. **7324-D**

Filed & Recorded

SEP 23 1974

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and two counterparts of a First Amendment to Conditional Sale Agreement dated as of July 1, 1974.

A general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Manufacturer

Hawker-Siddeley Canada Ltd.
P.O. Box 160
Montreal 3, Quebec

Vendee

Exchange National Bank
of Chicago, as Trustee under
B.C. Trust No. 74-1
139 South LaSalle Street
Chicago, Illinois 60690

Guarantor

British Columbia Railway
1095 West Pender Street
Vancouver, British Columbia

The undersigned is the Vendee mentioned in the enclosed document and has knowledge of the matters set forth therein.

The original Conditional Sale Agreement dated as of January 1, 1974 was filed for record in the Office of the Secretary of the Interstate Commerce Commission on January 29, 1974 at 1:40 p.m. and assigned Recordation No. 7324.

Please return the original First Amendment to Conditional Sale Agreement to Robert C. Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

EXCHANGE NATIONAL BANK OF CHICAGO

By


Its

Vice President

Enclosures

(B.C. Trust No. 74-1)

(to Conditional Sale Agreement)

MANUFACTURER: Hawker Siddeley Canada Ltd.

PLANT OF MANUFACTURER: Trenton, Nova Scotia, Canada

DESCRIPTION OF EQUIPMENT: Eight-Hundred Fifty-Eight (858) 52'8 70-ton Bulkhead Flat Cars bearing Road Numbers B.C.I.T. 16342, 16343, 16401, 16402, 16403, 16404, 16406, 16494, 16577, 16578, 16579, 16580, 16581, 16583 to 16649 inclusive, 16654, 16655, 16656, 16657, 16658, 16677 to 17449 inclusive, or such lesser number as shall be delivered to the Vendee on or before the Outside Delivery Date.

SPECIFICATIONS: As provided in Purchase Order No. 16397 dated May 7, 1973 between Lessee and Manufacturer

BASE PRICE: Can. \$14,839.53 per Item (Can. \$12,732,316.74 for eight hundred fifty-eight Items). F.O.B. Plant of Manufacturer

DELIVER TO: British Columbia Railway Company

PLACE OF DELIVERY: Plant of Manufacturer or such other place as may be mutually agreed upon by Manufacturer and Lessee

ESTIMATED DELIVERY DATES: January-June, 1974

OUTSIDE DELIVERY DATE: June 15, 1974

LESSEE: British Columbia Railway Company

ASSIGNEE OF MANUFACTURER: The First Pennsylvania Banking & Trust Company

The sums payable under Section 3.2(b) shall be payable in U.S. dollars and shall be based on the U.S. dollar equivalent of the Purchase Price to the extent not paid by the Guarantor as of the Closing Dates.

~~NOT A PUBLIC DOCUMENT~~

7324-D

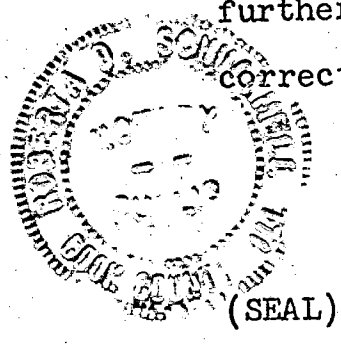
RECORDATION NO. _____ Filed & Recorded

SEP 23 1974 4:15 PM

INTERSTATE COMMERCE COMMISSION

STATE OF ILLINOIS }
COUNTY OF COOK } SS

As of this 17th day of September, 1974, the undersigned, BERVA SCHUCKMELL, a notary public in and for the State of Illinois, County of Cook, does hereby certify that the undersigned has compared the copy of the First Amendment to Conditional Sale Agreement dated as of July 1, 1974 attached hereto to the original First Amendment to Conditional Sale Agreement and does hereby further certify that the copy attached hereto is a true and correct copy of the original document in all respects.



Berva Schuckmell
Notary Public

My commission expires:

MY COMMISSION EXPIRES JUNE 27, 1979

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

Wherever appearing or referred to herein, "The First Pennsylvania Banking and Trust Company" shall mean and refer to "First Pennsylvania Bank N.A.".

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of July 1, 1974 among THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY (the "Assignee") as assignee pursuant to a Conditional Sale Agreement Assignment dated as of January 1, 1974 of all of the right, title and interest of HAWKER-SIDDELEY CANADA LTD., a corporation duly incorporated under the laws of Canada (the "Manufacturer"), as Manufacturer under the hereinafter referred to Conditional Sale Agreement, EXCHANGE NATIONAL BANK OF CHICAGO, as Trustee (the "Trustee") under Trust Agreement dated as of December 1, 1973 (the "Trust Agreement") and BRITISH COLUMBIA RAILWAY COMPANY, a corporation duly organized under the laws of British Columbia, Canada (the "Guarantor").

W I T N E S S E T H:

WHEREAS, the Manufacturer, the Trustee and the Guarantor have heretofore executed and delivered that certain Conditional Sale Agreement dated as of January 1, 1974 (the "Conditional Sale Agreement") providing, inter alia, for the Manufacturer to construct and to build and deliver to the Trustee and for the Trustee to purchase certain railroad equipment more fully described in Schedule A attached to said Conditional Sale Agreement; and

WHEREAS, the said Conditional Sale Agreement was filed for record in, among other places, the Office of the Secretary of the Interstate Commerce Commission on January 29, 1974 and has been assigned recordation No. 7324 and in the Office of the Registrar of Companies of the Province of British Columbia on January 29, 1974; and

WHEREAS, the Assignee, the Trustee and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Assignee, the Trustee and the Guarantor hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. By amending Section 3.2 of the Conditional Sale Agreement to read in its entirety as follows:

"3.2. Subject to the provisions of Section 13 hereof, the Vendee hereby acknowledges itself to be indebted to the Manufacturer in the amount of, and hereby promises to pay to the Manufacturer at such bank or trust company in the United States of America as the Manufacturer or its assignee shall designate for payment to it, the purchase price of the Items of Equipment as follows:

(a) 37.00% of the aggregate purchase price for all Items of Equipment payable as provided in the Acquisition Agreement; and

(b) An amount equal to the difference between the aggregate purchase price of the Equipment and the aggregate amount paid pursuant to the Acquisition Agreement (herein sometimes called the "Conditional Sale Indebtedness") plus interest on the unpaid balance thereof payable as follows:

(i) one installment of interest in the amount of \$ 11,607.42 payable on March 26, 1974 for the period prior to February 28, 1974; followed by

(ii) one installment of interest in the amount of \$ 107,149.78 payable on May 16, 1974 for the period from and including March 1, 1974 to and including April 30, 1974; followed by

(iii) one installment of interest in the amount of \$ 182,848.49 payable on July 10, 1974 for the period from and including May 1, 1974 to and including June 30, 1974; followed by

(iv) one installment of interest at a rate per annum determined by adding one and one-half percent (1-1/2%) per annum to the prime rate charged by The Chase Manhattan Bank, N.A., New York, New York to its most credit worthy commercial customers on unsecured 90-day loans payable on August 1, 1974 for the period from and including July 1, 1974 to and including July 10, 1974; followed by

(v) one installment of interest at a rate per annum determined by adding one and one-half percent (1-1/2%) per annum to the prime rate charged by The Chase Manhattan Bank, N.A., New York, New York to its most credit worthy commercial customers on unsecured 90-day loans payable on August 15, 1974 for the period from and including July 11, 1974 to and including July 31, 1974; followed by

(vi) thirty-six (36) semiannual installments of principal, each in an amount determined by multiplying 63% of the purchase price of the Equipment by the "Principal Payment Factor" applicable for the paymer then to be made all as set forth in Schedule B attached hereto payable on the thirty-first day of January and July commencing January 31, 1975 to and including July 31, 1992. In addition interest on the outstanding principal balance of the Conditional Sale Indebtedness at a rate per annum determined by adding one and one half percent (1 1/2%) per annum to the prime rate charged by The Chase Manhattan Bank, N.A., New York, New York to its most credit worthy commercial customers on unsecured 90-day loans shall be due and payable for each calendar month commencing August 1, 1974 and each month thereafter on the fifth day of each month commencing September 5, 1974 to and including August 5, 1992

It is understood and agreed by the parties that from after August 15, 1974 the Vendee's obligations to pay interest on the outstanding Conditional Sale Indebtedness for the period prior to July 31, 1974 shall be deemed to have been satisfied by payment of the sums referred to in subsections (i), (ii), (iii), (iv) and (v) of this Section 3.2(b)."

2. By amending Sections 6.1 and 6.5 of the Conditional Sale Agreement by changing the date "July 1, 1992" appearing in each of said Sections to "July 31, 1992."

3. By substituting Schedule A attached to this First Amendment to Conditional Sale Agreement for Schedule A attached to the Conditional Sale Agreement as originally executed.

4. By adding Schedule B attached to this First Amendment to Conditional Sale Agreement as a new Schedule B to the Conditional Sale Agreement as originally executed.

Whenever in any certificate, letter, notice or other instrument reference is made to the Conditional Sale Agreement such reference without more shall include reference to this Amendment.

This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Conditional Sale Agreement is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized and their respective corporate seals to be hereunto affixed a duly attested, where appropriate, all as of the date first ab written.

BRITISH COLUMBIA RAILWAY COMPANY

By Robert D. Smith
Its Comptroller

EXCHANGE NATIONAL BANK OF CHICAGO
as Trustee under Trust Agreement
dated as of December 1, 1973

By Michael D. Ormae
Its Vice President

(Corporate Seal)

Attest:

W. B. Brock
Secretary
Assistant Trust Officer

THE FIRST PENNSYLVANIA BANKING
AND TRUST COMPANY, Assignee of
the Manufacturer pursuant to the
certain Conditional Sale Agreement
Assignment dated as of January

(Corporate Seal)

Attest:

J. Mason
Secretary

By W. W. Cady
Its VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

} SS.

On this 20 day of August, 1974, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who being by me duly sworn, says that he is a Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, that one of seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

(Seal)

My commission expires: 5-27-75

PROVINCE OF BRITISH COLUMBIA
CITY OF VANCOUVER

} SS.

On this 15th day of August, 1974, before me personally appeared Robert D. Miller, to me personally known, who, being by me duly sworn, says that he is at the Comptroller of BRITISH COLUMBIA RAILWAY COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
A Notary Public in and for the
Province of British Columbia

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

} SS.

On this 12th day of September, 1974, before personally appeared B. H. Kasper, to me personally know, who by me duly sworn, says that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth A. Scherer
Notary Public

(Seal)

My commission expires:

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires March 1, 1976

SCHEDULE A

(to Conditional Sale Agreement)

MANUFACTURER: Hawker Siddeley Canada Ltd.

PLANT OF MANUFACTURER: Trenton, Nova Scotia, Canada

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OUTSIDE DELIVERY DATE: June 30, 1974

LESSEE: British Columbia Railway Company

ASSIGNEE OF MANUFACTURER: The First Pennsylvania Banking & Trust Company

The sums payable under Section 3.2(b) shall be payable in U. dollars and shall be based on the U.S. dollar equivalent of Purchase Price to the extent not paid by the Guarantor as of the Closing Dates.

PRINCIPAL AMOUNT \$ 1000000.00
NOMINAL ANNUAL INTEREST 8.000%
INTEREST RATE PER PERIOD 4.000%

PERIOD	PRINCIPAL
1	.012886 88
2	.013402 36
3	.013938 45
4	.014495 99
5	.015075 83
6	.015678 86
7	.016306 81
8	.016958 26
9	.017636 59
10	.018342 85
11	.019075 72
12	.019838 76
13	.020632 31
14	.021457 88
15	.022315 91
16	.023208 54
17	.024136 89
18	.025102 36
19	.026106 46
20	.027150 71
21	.028236 74
22	.029366 21
23	.030540 86
24	.031762 49
25	.033032 99
26	.034354 31
27	.035728 49
28	.037157 83
29	.038643 93
30	.040189 69
31	.041797 23
32	.043469 17
33	.045207 93
34	.047016 25
35	.048896 98
36	.050852 58
TOTALS	1000000.00

SCHEDULE B
to Conditional Sale Agreement